

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

ERNESTO VENTURA,

Plaintiff,

v.

SEMIOS USA, INC.,

Defendant.

No. 1:21-cv-001433-ADA-SKO

ORDER DIRECTING THE CLERK OF  
COURT TO CLOSE THE CASE

(Doc. 11)

On October 18, 2022, the parties filed a joint stipulation dismissing the action with prejudice.<sup>1</sup> (Doc. 11.) In light of the parties' stipulation, this action has been terminated, *see* Fed. R. Civ. P. 41(a)(1)(A)(ii); *Wilson v. City of San Jose*, 111 F.3d 688, 692 (9th Cir. 1997), and has been dismissed with prejudice. Accordingly, the Clerk of Court is directed to close this case.

IT IS SO ORDERED.

Dated: **October 21, 2022**

/s/ Sheila K. Oberto  
UNITED STATES MAGISTRATE JUDGE

<sup>1</sup> The parties' stipulation also provided that the Court "shall retain jurisdiction only for purposes of enforcing the terms set forth in the parties' Confidential Settlement Agreement and General Release. (*See* Doc. 11 at 2.) The Court in its discretion declines to adopt this portion of the stipulation. *See Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381 (1994); *Camacho v. City of San Luis*, 359 F. App'x 794, 798 (9th Cir. 2009); *California Sportfishing Prot. All. v. Agric. Mgmt. & Prod. Co., Inc.*, No. 2:14-cv-02328-KJM-AC, 2016 WL 4796841, at \*1 (E.D. Cal. Sept. 14, 2016) (noting that "the court in its discretion typically declines to maintain jurisdiction to enforce the terms of the parties' settlement agreement.").